


Andrews v Autoliv

 Kamei, Yuji (Vol. 01) - 12/20/2018

1 CLIP (RUNNING 02:38:26.439)



THE UNITED STATES DISTRICT COURT ...

YK01 EDITED

42 SEGMENTS (RUNNING 02:38:26.439)



1. PAGE 10:03 TO 10:16 (RUNNING 00:00:49.140)

03 Q Mr. Kamei, my name is Jim Butler, and I
 04 represent Jamie Andrews in this case whose husband
 05 was killed.
 06 Do you understand that about the case, that
 07 Ms. Andrews' husband was killed?
 08 A I have heard that Mr. Andrews died in an
 09 auto accident.
 10 Q Do you understand that the jury at the
 11 trial of this case is going to watch this videotaped
 12 deposition?
 13 A Yes.
 14 Q Do you understand that you are under oath
 15 and you are required to tell the truth?
 16 A Yes, I understand.

2. PAGE 12:09 TO 22:07 (RUNNING 00:17:24.123)

09 Q Where did you go to University?
 10 A I went to Tokai University, T-o-k-k-a-i,
 11 University. Tokai, T-o --
 12 INTERPRETER TERESA SUMIYOSHI: Sorry.
 13 There's only one K.
 14 CHECK INTERPRETER REITZ: That's okay.
 15 BY MR. BUTLER:
 16 Q Where is that located?
 17 A In Kanagawa Prefecture. K-a-n-a-g-a-w-a.
 18 Q Did you study English while you were at the
 19 university?
 20 A I studied a little.
 21 Q Did you study English while you were in
 22 high school?
 23 A Yes.
 24 Q Have you ever traveled outside Japan, other
 25 than to come to California for this deposition?
 00013:01 A Yes, I have.
 02 Q How many times?
 03 A Three or four times.
 04 Q How long have you worked for Autoliv?
 05 A I've worked for Autoliv 10 plus -- over --
 06 between 10 and 20 years.
 07 Q Well, which is it? Ten, 15 or 20?
 08 THE INTERPRETER: The interpreter will note
 09 that the Japanese witness used a Japanese phrase
 10 that means the first number is 1 and then any other
 11 number could fill in for the second number, which is
 12 why she interpreted it as 10 to 20.
 13 MR. BUTLER: Let me rephrase my question.
 14 Q For how many years have you worked for
 15 Autoliv?
 16 A The department for which I worked was
 17 acquired by Autoliv around 2006 and, therefore, I
 18 have been working for Autoliv for 12, or is it 13
 19 years?
 20 And the company I was working for prior to
 21 that, 2000 or 2001, was called NSK Autoliv, which

Plaintiff's Exhibit
 PX 1163

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22 was a joint venture between NSK and Autoliv.
 23 Q Autoliv is a Swedish corporation; correct?
 24 A That's correct. The headquarters are in
 25 Sweden.
 00014:01 Q Autoliv has subsidiaries in Japan and in
 02 the United States and in Australia and in Mexico and
 03 in Thailand and in China; correct?
 04 A I think they have companies worldwide.
 05 Q Would you answer my question, please, sir.
 06 MR. SCRIBNER: Object. Form.
 07 You may answer.
 08 THE WITNESS: I know that Autoliv has
 09 companies in the U.S., in Japan, in China and in
 10 Mexico.
 11 BY MR. BUTLER:
 12 Q How many times before you came to
 13 California for this deposition have you traveled to
 14 the United States?
 15 A One time.
 16 Q In your job duties with Autoliv, and before
 17 that with NSK, have you ever talked to any employees
 18 of Autoliv who were Americans and who did not speak
 19 Japanese?
 20 A Practically not at all, but occasionally, I
 21 did -- there was a need to have communications with
 22 a person or persons who came on board a business
 23 trip.
 24 THE INTERPRETER: And the interpreter will
 25 note there's no singular plural in Japan -- in
 00015:01 Japanese, so that's why she interpreted "person or
 02 persons."
 03 BY MR. BUTLER:
 04 Q Do you know a man named David Prentkowski?
 05 A Yes, I've seen the name in e-mail.
 06 Q Isn't it true you have talked with David
 07 Prentkowski?
 08 A I have not talked directly with him, no.
 09 Q Isn't it true you participated in a
 10 conference call with David Prentkowski in this case
 11 where he was being prepared to testify as the
 12 corporate representative for Autoliv in this case?
 13 A I don't recall.
 14 Q Have you read Mr. Prentkowski's deposition
 15 he gave in this case?
 16 A I think I've seen it.
 17 Q Have you read it?
 18 A Yes.
 19 Q Did you read it in English?
 20 A I read the English document.
 21 MR. SCRIBNER: I'm going to object, Jim. I
 22 think -- I don't believe he understands what
 23 "deposition" is, but you may continue. I think he's
 24 confused by the word "deposition."
 25 MR. BUTLER: Well, that's not an objection.
 00016:01 MR. SCRIBNER: Well ...
 02 BY MR. BUTLER:
 03 Q Did you read the transcript of the
 04 testimony given in this case by David Prentkowski
 05 who works for Autoliv in the United States?
 06 MR. SCRIBNER: Object to form.
 07 You may answer.
 08 THE WITNESS: I did not read the contents
 09 in detail.
 10 BY MR. BUTLER:
 11 Q Did you read it at all?
 12 MR. SCRIBNER: Same objection.

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13 You may answer.
 14 THE WITNESS: I read it a little.
 15 MR. BUTLER: Ms. Sumiyoshi, are you
 16 interpreting the objections?
 17 THE INTERPRETER: I was. Sorry. That's --
 18 I'm sorry. That's normal for me and I forgot. You
 19 asked that objections not be interpreted.
 20 MR. BUTLER: They're for the judge, not for
 21 the witness or the jury. So please don't.
 22 THE INTERPRETER: Okay.
 23 MR. SCRIBNER: That's fine with me.
 24 BY MR. BUTLER:
 25 Q Did you -- was the transcript that you read
 00017:01 in English?
 02 A I don't remember very well. It may have
 03 been that there were -- there was English and
 04 Japanese in parallel.
 05 Q Isn't it true that on February 22, 2016,
 06 you participated in a conference call with
 07 Mr. Prentkowski to prepare him to give testimony in
 08 this case as Autoliv's corporate representative, and
 09 in the -- stop there.
 10 A I don't remember.
 11 Q Isn't it true that in that conference call
 12 on February 22, 2016, with Mr. Prentkowski were also
 13 Hirokazu Hirabayashi, Toshihiko Kumagai, and Masashi
 14 Shigetoh?
 15 THE REPORTER: I'm sorry. I don't have
 16 those spellings for the interpreter.
 17 MR. BUTLER: Do you want to read those
 18 names?
 19 THE INTERPRETER: Yes, please.
 20 MR. BUTLER: Give me that back because
 21 that's my only copy.
 22 THE INTERPRETER: Excuse me, Counsel.
 23 MR. BUTLER: Up there at the top are the
 24 names.
 25 THE INTERPRETER: Oh, okay.
 00018:01 THE WITNESS: I know the names of two of
 02 those three people, but I don't remember if I was
 03 present at that time or not.
 04 BY MR. BUTLER:
 05 Q Do you remember whether there was an
 06 interpreter on that conference call that you had
 07 with Mr. Prentkowski?
 08 A It's not clear whether I attended that
 09 conference or not, but there are no interpreters for
 10 internal discussions within the company for that
 11 conference.
 12 Q Does Mr. Prentkowski speak Japanese?
 13 A He -- I don't think he can.
 14 Q Were you aware that Mr. Prentkowski
 15 testified under oath as the Autoliv witness on
 16 March 8th, 2016, that he talked to you in that
 17 conference call?
 18 A No, I'm not aware of that. I cannot speak
 19 English. So I have not talked with Mr. David
 20 directly.
 21 Q Well, you said you read parts of his
 22 deposition. I'll show you page 24 of his
 23 deposition, lines 7 and 8.
 24 Did you read that where Mr. Prentkowski --
 25 I've highlighted it for you -- where Mr. Prentkowski
 00019:01 testified under oath that he talked to you?
 02 MR. SCRIBNER: Is the question, Jim, that
 03 did he read that?

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04 MR. BUTLER: That's the question.
 05 Q Did you read that?
 06 MR. SCRIBNER: Okay. Object to form.
 07 You may answer.
 08 THE WITNESS: This is the first time that
 09 I'm seeing this.
 10 BY MR. BUTLER:
 11 Q Can you read that in English?
 12 A Yes, I can read this. I can read line 8.
 13 I can read line 7 and 8.
 14 Q So Mr. Prentkowski has testified for
 15 Autoliv as its corporate representative under oath
 16 that he talked to you to prepare for his testimony,
 17 and you have told us today under oath that you did
 18 not talk to him.
 19 Can you help the jury decide who is telling
 20 the truth?
 21 MR. SCRIBNER: Object to form.
 22 He said he did not recall that subject of
 23 that.
 24 He may answer.
 25 THE WITNESS: Yes. In that sense at that
 00020:01 time what probably happened was that Mr. Hirabayashi
 02 or Mr. Kumagai interpreted David's question or
 03 questions to me into Japanese, and then I respond --
 04 I answered in Japanese to Mr. Hirabayashi or
 05 Mr. Kumagai and they interpreted that into English
 06 to David.
 07 MR. BUTLER: Move to strike as
 08 nonresponsive.
 09 Q Let me ask my question again, please, sir.
 10 MR. BUTLER: Tell him that.
 11 BY MR. BUTLER:
 12 Q This is my question.
 13 MR. BUTLER: Tell him that.
 14 Q So Mr. Prentkowski has testified for
 15 Autoliv as its corporate representative under oath
 16 that he talked to you to prepare for his testimony,
 17 and you have told us today under oath that you did
 18 not talk to him.
 19 Can you help the jury decide who is telling
 20 the truth?
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 THE WITNESS: Yes.
 24 Yes. At that time there was a group
 25 discussion, but there was no conversation in the
 00021:01 form directly between -- from David to me or from me
 02 to David, but within the discussion that took place
 03 amongst everyone present, I was present and David
 04 was present.
 05 And if David posed a question that called
 06 for me to provide an answer, then I think that was
 07 conveyed to me and I provided an answer. That's
 08 probably how it was.
 09 BY MR. BUTLER:
 10 Q Is it now your testimony that you recall
 11 being on a conference call with David Prentkowski on
 12 February 22, 2016, to prepare him to testify on
 13 behalf of Autoliv in this case?
 14 MR. SCRIBNER: Object to form.
 15 You may answer.
 16 THE WITNESS: Yes. Although the date is
 17 not clear, but I do recall a sense of there having
 18 been an internal group discussion -- a discussion
 19 that took place together with David, although it's

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20 not clear to me.
 21 BY MR. BUTLER:
 22 Q You keep calling Mr. Prentkowski by his
 23 given name David.
 24 How long have you known him?
 25 A I've hardly spoken with him at all, but I
 00022:01 have seen his name in e-mails a number of times.
 02 That was probably about two years ago.
 03 Q How long have you known him?
 04 A I have seen his name in e-mails starting
 05 from about two years ago.
 06 Q You keep mentioning e-mails. Are these
 07 e-mails that you are referring to in English?

3. PAGE 22:10 TO 23:06 (RUNNING 00:01:18.457)

10 THE WITNESS: David would e-mail a question
 11 or questions in English to Mr. Noda of the quality
 12 assurance section, and for technical content
 13 regarding that, Mr. Noda would turn that into
 14 Japanese and forward the e-mail to me.
 15 So Mr. Noda would pose the questions to me
 16 having turned the English content into Japanese.
 17 MR. BUTLER: Move to strike as
 18 nonresponsive.
 19 Q Can you read e-mails that are typed in the
 20 English language? Yes or no.
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 THE WITNESS: Yes, I can read English.
 24 BY MR. BUTLER:
 25 Q Did you study English in elementary school?
 00023:01 A Practically not at all.
 02 Q Have you ever given testimony in a lawsuit
 03 like this -- like you're doing today, before today?
 04 A No, I have not. This is the first time.
 05 Q Have you ever worked in the United States?
 06 A No, I have not.

4. PAGE 23:20 TO 25:18 (RUNNING 00:02:36.070)

20 Q When did you come to California for
 21 purposes of giving your testimony here today?
 22 A Monday.
 23 Q And today is Thursday; correct?
 24 A Yes, that's correct.
 25 Q Did you come to Los Angeles?
 00024:01 A Yes.
 02 Q Have you met with anyone about this case
 03 since you came to Los Angeles on Monday?
 04 A Yes, on Tuesday and Wednesday.
 05 Q Who did you meet with?
 06 A Mr. Doug and Ms. Jenny.
 07 Q Anybody else?
 08 A Mr. John. Joan.
 09 MR. SCRIBNER: It's John.
 10 BY MR. BUTLER:
 11 Q John what?
 12 MR. SCRIBNER: Schultz.
 13 BY MR. BUTLER:
 14 Q John Schultz.
 15 Anybody else?
 16 A He was an attorney for our firm.
 17 Q Anybody else?
 18 A Mr. Kumagai was there.
 19 Q Mr. Who?
 20 THE INTERPRETER: K-u-m-a-g-a-i.

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21 BY MR. BUTLER:
 22 Q Does he work for Autoliv, Mr. Kumagai?
 23 A Yes.
 24 Q Anybody else in these meetings?
 25 A There was an interpreter or interpreters.
 00025:01 Q The interpreter that Autoliv has here today
 02 interpreting your testimony Ms. Sumiyoshi was not
 03 there, was she?
 04 A Correct, she was not.
 05 Q What was the interpreter's name?
 06 A I don't remember.
 07 Q Where did you meet with these people?
 08 A Here in this office.
 09 Q In Alston Bird's Los Angeles office?
 10 A That's correct, yes.
 11 Q How many hours did you meet on Tuesday?
 12 A Well, starting at nine o'clock and going
 13 until around 2:00 or 3:00 with lunch in the middle.
 14 So about five or six hours.
 15 Q How long did you meet on Wednesday?
 16 A I think it was about the same.
 17 Q Did you meet with anybody --
 18 A About that, I think.

5. PAGE 25:20 TO 28:03 (RUNNING 00:04:26.450)

20 Did you read anything on the plane ride
 21 over to prepare for giving your testimony in this
 22 case?
 23 A No, I didn't read anything at all.
 24 Q Did you meet with anybody in Japan before
 25 you left for purposes of preparing for this case?
 00026:01 MR. SCRIBNER: Object to form.
 02 You may answer.
 03 THE WITNESS: In Japan, you're asking?
 04 BY MR. BUTLER:
 05 Q Yes.
 06 A I don't really remember, but I don't think
 07 I met anyone in particular in regards to this case.
 08 Q Did you do anything prior to flying from
 09 Japan to California on Monday to prepare to give
 10 testimony in this case?
 11 A Mr. Noda looked for various documents for
 12 this case, and I helped him with that.
 13 Q Who is Mr. Noda?
 14 A Mr. Noda is the person who handles quality
 15 assurance at Autoliv Japan.
 16 Q Is he a person that helps with lawsuits?
 17 A No, I don't think it's just that.
 18 Basically, he's a quality assurance person. And I
 19 don't really know beyond that.
 20 Q When did you and Mr. Noda look for
 21 documents for this case?
 22 A I think it was probably about two years
 23 ago.
 24 Q What documents were you looking for?
 25 A I think it was things, such as the Mazda
 00027:01 seatbelt specifications and the seatbelt product
 02 specifications for the Mazda 3.
 03 Q Did you then find the Statement of Work?
 04 MR. SCRIBNER: Object to the form of that.
 05 Please don't translate --
 06 THE INTERPRETER: I'm sorry. It's so
 07 automatic in my other cases.
 08 MR. SCRIBNER: That's all right.
 09 Object to the form.
 10 You may answer.

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11 Mr. Kamei, you may answer.
12 THE WITNESS: What was the question again?
13 BY MR. BUTLER:
14 Q Did you then find the Statement of Work?
15 MR. SCRIBNER: Object to form.
16 You may answer.
17 THE WITNESS: I did not find it, but
18 perhaps somebody else found it.
19 BY MR. BUTLER:
20 Q Who found it?
21 MR. SCRIBNER: Object.
22 THE WITNESS: I don't know.
23 BY MR. BUTLER:
24 Q When did you first see the Statement of
25 Work?
00028:01 A I think I probably saw the cover sheet for
02 the Mazda S.O.W. when doing development, but I have
03 not looked at the content in detail.

6. PAGE 28:08 TO 28:13 (RUNNING 00:00:54.190)

08 Back two years ago when you were helping
09 Mr. Noda look for documents for this case, why were
10 you and Mr. Noda doing that?
11 A Just as I talked about earlier, David asked
12 Mr. Noda to look for various documents, and I worked
13 with Mr. Noda to look for technical documents.

7. PAGE 30:09 TO 30:13 (RUNNING 00:00:07.915)

09 Do you agree that the makers of automotive
10 products have a duty to make safe products?
11 MR. SCRIBNER: Object to form.
12 You may answer.
13 THE WITNESS: Yes.

8. PAGE 30:15 TO 30:17 (RUNNING 00:00:09.052)

15 Q Do you agree that the makers of products
16 have a duty to make products that actually do the
17 job the product is supposed to do?

9. PAGE 30:19 TO 30:22 (RUNNING 00:00:38.744)

19 THE WITNESS: Yes. I agree that we at
20 Autoliv aim to make products that comply with the
21 laws and regulations of that country and that
22 operate correctly.

10. PAGE 31:02 TO 31:04 (RUNNING 00:00:08.107)

02 Do you agree that the makers of products
03 have a duty to make products that actually do the
04 job the product is supposed to do?

11. PAGE 31:08 TO 33:07 (RUNNING 00:06:08.844)

08 THE WITNESS: Yes, I agree.
09 BY MR. BUTLER:
10 Q Do you agree that the makers of automotive
11 products have a duty to warn people if a product
12 poses a danger that can kill someone or hurt them
13 very badly?
14 MR. SCRIBNER: Same objection.
15 You may answer.
16 THE WITNESS: Could I have the Japanese
17 question again, please.
18 THE INTERPRETER: The interpreter will
19 reinterpret.
20 THE WITNESS: A duty to warn? Is that what

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21 you said?
 22 BY MR. BUTLER:
 23 Q Yes. "Hai."
 24 A I don't know.
 25 We believe that basically the products that
 00032:01 we ship to the world are safe and that there's no
 02 need to indicate in particular any dangerous -- any
 03 danger with the products because we work -- we aim
 04 to -- in our work to ensure that all our products
 05 are safe.
 06 Q Do you agree that if a driver is wearing
 07 his seatbelt and there's a frontal collision and the
 08 driver's head hits the steering wheel so hard it
 09 kills him, then that means the occupant restraint
 10 system has failed?
 11 MR. SCRIBNER: Object to form.
 12 You may answer.
 13 THE INTERPRETER: The interpreter will
 14 interpret up to this point. She doesn't know if the
 15 witness was finished or not.
 16 THE WITNESS: This accident -- in this
 17 accident there was a very severe collision, and the
 18 seatbelt locked as it is designed to do, but the
 19 seatbelt pretension and airbag did not receive an on
 20 signal; and, therefore, this time it's extremely
 21 unfortunate, but the result was that the head hit.
 22 The occupant device comprises the airbag,
 23 the seatbelt, the steering wheel, and the electric
 24 transmission system -- electronic system -- device.
 25 THE INTERPRETER: Pardon. Interpreter will
 00033:01 restate that part.
 02 THE WITNESS: The occupant restraint device
 03 comprises the airbag, the seatbelt, the steering
 04 wheel, and the electric transmission device, and
 05 they work together to restrain the occupant, but
 06 it's very unfortunate that the airbag and the
 07 seatbelt pretension did not receive a signal.

12. PAGE 33:12 TO 39:08 (RUNNING 00:13:11.452)

12 Q Mr. Kamei, did you just correct the
 13 interpreter's translation of the question by telling
 14 her the word to use was, quote, device, close quote?
 15 A Yes.
 16 Q Back to my question: Do you agree that if
 17 a driver is wearing his seatbelt but the driver's
 18 head hits the steering wheel so hard it kills him,
 19 then that means the occupant restraint system
 20 failed?
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 CHECK INTERPRETER REITZ: So that it killed
 24 him. I think that didn't come into his question.
 25 THE INTERPRETER: I thought I said it, but
 00034:01 I'll repeat it to be sure.
 02 CHECK INTERPRETER REITZ: Please.
 03 THE WITNESS: No. No. This collision was
 04 very severe, and even so, the electronic -- the
 05 electric transmission device did not transmit a
 06 signal to the airbag and the pretension. Therefore,
 07 the seatbelt locked the webbing as it is designed to
 08 do.
 09 The pretensioner and the airbag did not
 10 operate and, therefore, very unfortunately, there
 11 was impact with the steering wheel.
 12 BY MR. BUTLER:
 13 Q My question is very simple, Mr. Kamei. I

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14 asked you to admit that in this wreck the occupant
 15 restraint system failed. And you said no.
 16 Is it -- are you telling these jurors that
 17 in this wreck the occupant restraint system worked?
 18 MR. SCRIBNER: Object to form. Asked and
 19 answered. Twice now.
 20 You may answer again.
 21 THE WITNESS: The occupant restraint system
 22 does not consist of just our product alone, but
 23 rather comprises the airbag, the seatbelt, the
 24 electric device, the steering wheel, steering wheel
 25 column, all of that together.

00035:01 And in regards to that, I believe that our
 02 product operated properly, but I don't know as to
 03 the signal not being received.
 04 I don't understand why the signal was not
 05 transmitted. That's something I would want you to
 06 ask Mazda.
 07 BY MR. BUTLER:
 08 Q Whoever's fault it was, sir, isn't it true
 09 that the occupant restraint system failed in this
 10 wreck?
 11 MR. SCRIBNER: Same objection. Asked and
 12 answered.
 13 You may answer.
 14 THE WITNESS: Within -- within the occupant
 15 restraint system, the seatbelt locked as it is
 16 designed to do in a collision, but the airbag and
 17 pretensioner did not receive an electric signal.
 18 THE INTERPRETER: Interpreter will start
 19 over.
 20 THE WITNESS: Within the occupant restraint
 21 system, the seatbelt locked as it is designed to do
 22 in a collision, but as to the airbag and
 23 pretensioner not receiving an electronic signal, as
 24 to the electronic signal or the electric device, I
 25 don't know why that failed.

00036:01 BY MR. BUTLER:
 02 Q Mr. Kamei, I didn't ask you why the
 03 electronic device failed.
 04 My question was very simple, and I will
 05 repeat it: Whoever's fault it was, sir, isn't it
 06 true that the occupant restraint system failed in
 07 this wreck?
 08 MR. SCRIBNER: Same objection.
 09 You may answer.
 10 THE WITNESS: That's a question that I
 11 would want you to ask Mazda.
 12 BY MR. BUTLER:
 13 Q Isn't it true, sir, that Autoliv made the
 14 seatbelts for this -- for Jamie Andrews' Mazda M3?
 15 A Yes. Autoliv is the one that made the
 16 seatbelt product for -- that makes the seat --
 17 THE INTERPRETER: Interpreter will start
 18 over.
 19 THE WITNESS: Autoliv is the one that made
 20 the seatbelt products for the Mazda 3.
 21 BY MR. BUTLER:
 22 Q Isn't it true that in this wreck the
 23 seatbelt spooled out 20 inches?
 24 MR. SCRIBNER: Object to form.
 25 You may answer.

00037:01 THE WITNESS: This accident was a very
 02 severe collision. Despite that, the airbag and
 03 pretensioner did not receive an electric signal and,
 04 therefore, it did occur that there was a 20-inch

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05 spool-out.
 06 BY MR. BUTLER:
 07 Q Will you agree, sir, that when the seatbelt
 08 spools out 20 inches, that means the seatbelt
 09 failed?
 10 MR. SCRIBNER: Object to form.
 11 You may answer.
 12 THE WITNESS: No. No. Our seatbelt locked
 13 as designed, but the airbag and pretensioner did not
 14 receive an electronic signal. And as a result,
 15 there was a 20-inch spool-out.
 16 BY MR. BUTLER:
 17 Q Is it -- are you telling the jurors, sir,
 18 that Autoliv designed this seatbelt to spool out
 19 20 inches?
 20 MR. SCRIBNER: Object to form.
 21 You may answer.
 22 THE WITNESS: No.
 23 BY MR. BUTLER:
 24 Q Well, did the seatbelt perform as Autoliv
 25 designed it to perform or not?
 00038:01 MR. SCRIBNER: Object to form.
 02 You may answer.
 03 THE WITNESS: Autoliv manufactures
 04 seatbelts to Mazda's design, as designed by Mazda.
 05 MR. BUTLER: Move to strike as
 06 nonresponsive.
 07 And tell him this: I'm going to ask him
 08 about who designed the seatbelt in a few minutes. I
 09 didn't ask him that.
 10 Tell him that.
 11 MR. SCRIBNER: Tell him I disagree. I
 12 think that's precisely what he asked.
 13 BY MR. BUTLER:
 14 Q Did this seatbelt that spooled out
 15 20 inches in this wreck perform as Autoliv intended
 16 it to perform or not?
 17 MR. SCRIBNER: Object to form.
 18 You may answer.
 19 THE WITNESS: Autoliv manufactured the
 20 seatbelt exactly to the design specifications of
 21 Mazda.
 22 BY MR. BUTLER:
 23 Q Did Autoliv intend for this seatbelt to
 24 spool out 20 inches in a wreck like this?
 25 MR. SCRIBNER: Same objection.
 00039:01 You may answer.
 02 THE WITNESS: Autoliv manufactured the
 03 seatbelt exactly to the design specifications of
 04 Mazda. And in a severe collision like this time,
 05 whether it is the intention for there to be a
 06 20-inch spool-out in a situation where no signal is
 07 received or not is something that should be asked of
 08 Mazda. I don't know.

13. PAGE 39:16 TO 40:08 (RUNNING 00:01:08.694)

16 Q Has any employee from Autoliv even gone to
 17 inspect Mr. Andrews's Mazda M3?
 18 A I don't really know, but as to this
 19 accident, after this accident I have seen a picture
 20 or pictures of the product after the accident, so I
 21 think somebody must have gone.
 22 MR. BUTLER: I'll show you Plaintiff's
 23 Exhibit No. 209.
 24 MR. SCRIBNER: Thank you.
 25 ///

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00040:01 (Exhibit 209 was previously marked
 02 for identification.)
 03 BY MR. BUTLER:
 04 Q That's a picture of Micah Andrews's Mazda
 05 M3.
 06 Will you agree with me that the seatbelt
 07 should never spool out that much in a frontal
 08 collision?

14. PAGE 40:17 TO 40:25 (RUNNING 00:00:34.292)

17 THE WITNESS: No. Looking at this picture,
 18 even though it was a very severe collision, you can
 19 see that the airbag did not open so the result was
 20 that the system, not just the seatbelt or the
 21 airbag, but the system itself did not function, and,
 22 therefore, the webbing was pulled out to this
 23 extent. And that is something that is designed by
 24 Mazda, so it's something that you need to check with
 25 Mazda on.

15. PAGE 41:02 TO 41:03 (RUNNING 00:00:05.865)

02 Q The occupant restraint system did not
 03 function properly; isn't that true?

16. PAGE 41:06 TO 41:09 (RUNNING 00:00:28.989)

06 THE WITNESS: I can't understand this
 07 situation. I can't understand why it did not open,
 08 but not opening would be -- would mean that it did
 09 not operate very well, but I can't understand why.

17. PAGE 45:10 TO 46:22 (RUNNING 00:04:00.101)

10 Q And my question is, again: Mr. Kamei, did
 11 you not, yourself, say, quote, but the system itself
 12 did not function, close quote?
 13 Wasn't that your testimony?
 14 MR. SCRIBNER: Object to form.
 15 You may answer.
 16 THE WITNESS: I said that from what I see
 17 the result appears that despite there being a severe
 18 collision, the airbag did not receive a signal and
 19 the pretensioner did not receive a signal, and that
 20 result would mean that the occupant restraint system
 21 is in an abnormal state, is what I think.
 22 And, therefore, the occupant restraint
 23 system fell into an abnormal state and failed, is
 24 what I think. But as to why and whether it actually
 25 failed or did not fail, that would be something that
 00046:01 only Mazda, who oversees the entire system, could
 02 answer.
 03 BY MR. BUTLER:
 04 Q Isn't it true, sir, that Micah Andrews's
 05 face hit the steering wheel of his Mazda 3 in this
 06 wreck?
 07 A Yes. In a severe -- in such a severe
 08 collision, the airbag did not open well -- the
 09 airbag could not receive a signal, the pretensioner
 10 could not receive a signal, and so the airbag could
 11 not open. And the result being that the seatbelt
 12 spooled out and his head hit the steering wheel.
 13 Q Has anybody shown you this photograph,
 14 which is Plaintiff's Exhibit No. 3?
 15 MR. SCRIBNER: Thank you.
 16 (Exhibit 3 was previously marked
 17 for identification.)
 18 BY MR. BUTLER:

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19 Q And that is a photograph of the steering
20 wheel of Micah Andrews's Mazda 3 after the wreck.
21 A Today is the first time for me to see this
22 picture.

18. PAGE 47:04 TO 48:06 (RUNNING 00:01:15.979)

04 Q Do you see what I'm going to call stippling
05 here on the steering wheel part of the Mazda 3 right
06 here on the side (indicating)?
07 A What is stippling?
08 Q Well, I don't -- any word will suit me.
09 It's these little indentations right here
10 (indicating).
11 Do you see that?
12 A The after-impact indentation?
13 Q No. In the design of the steering wheel,
14 these little indentations right there (indicating).
15 A Ah --
16 MR. BUTLER: What's he calling them?
17 THE INTERPRETER: Dekoboku,
18 D-e-k-o-b-o-k-u.
19 MR. BUTLER: What's it mean in English?
20 THE INTERPRETER: It means bumps and
21 valleys.
22 MR. BUTLER: Bumps and valleys.
23 Q Do you see the bumps and valleys on that
24 steering wheel, sir?
25 A Yes. On both sides, yes.
00048:01 Q Did anybody tell you that Micah Andrews's
02 face hit that steering wheel so hard that those
03 bumps and valleys on the steering wheel grip were
04 imprinted on his face?
05 A No, I had not heard that. This is the
06 first time I'm hearing that.

19. PAGE 48:16 TO 51:01 (RUNNING 00:04:43.873)

16 Q Has anybody shown you Plaintiff's Exhibit
17 No. 2, which is an autopsy photograph of
18 Mr. Andrews?
19 (Exhibit 2 was previously marked
20 for identification.)
21 THE WITNESS: No. This is the first time
22 I've seen it.
23 BY MR. BUTLER:
24 Q Can't you see the impression of those bumps
25 and valleys, as you called them, from the steering
00049:01 wheel that are on Mr. Andrews's face? Can't you see
02 them right there?
03 A I can see that.
04 Q When Mr. Andrews's face hit the steering
05 wheel so hard that the pattern on the steering wheel
06 became imprinted into his face, would you agree with
07 me that the seatbelt totally failed?
08 MR. SCRIBNER: Object to form.
09 You may answer.
10 THE WITNESS: No. It's my understanding
11 that in this severe collision the seatbelt locked as
12 designed by Mazda, but the airbag and seatbelt
13 pretensioner did not receive an electric signal, and
14 the result of that was that his head hit the
15 steering wheel.
16 BY MR. BUTLER:
17 Q Would you agree with me, sir, that the
18 seatbelt totally failed to protect Micah Andrews in
19 this wreck?

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20 MR. SCRIBNER: Object to form.
 21 You may answer.
 22 THE WITNESS: No. The occupant restraint
 23 system is made up of many components, including an
 24 airbag, a seatbelt, a steering wheel, and a steering
 25 column. And in this wreck even though there was a
 00050:01 severe collision, the airbag and seatbelt did not
 02 receive a signal. The seatbelt did lock as designed
 03 by Mazda.
 04 BY MR. BUTLER:
 05 Q All right. Mr. Kamei, let's start chasing
 06 some rabbits.
 07 MR. BUTLER: Tell him I said that.
 08 Q You have used the word "severe" now at
 09 least ten times. And I want to ask you about that.
 10 MR. BUTLER: Tell him that.
 11 Q When you were meeting with Autoliv's
 12 lawyers on Tuesday and Wednesday, did anybody in
 13 that meeting use the word "severe"?
 14 MR. SCRIBNER: I'm going to object to the
 15 question and direct the witness not to disclose any
 16 communications with counsel. It's privileged.
 17 THE INTERPRETER: I assume you still want
 18 the question interpreted and then your --
 19 MR. BUTLER: You need to interpret that.
 20 MR. SCRIBNER: Correct.
 21 THE INTERPRETER: Yes.
 22 MR. SCRIBNER: I'm directing him not to
 23 answer.
 24 BY MR. BUTLER:
 25 Q Are you going to answer the question?
 00051:01 A I don't remember.

20. PAGE 52:13 TO 56:15 (RUNNING 00:09:12.419)

13 Q Are you going to answer the question?
 14 A I will not answer.
 15 Q Has anybody told you to use the word
 16 "severe" over and over again?
 17 A No, that's not the case. No. But what
 18 I've heard about this collision is that he ran into
 19 a tree when he was going over 35 miles per hour.
 20 And it's my understanding that going over -- at
 21 least 35 miles per hour would mean that it was a
 22 significant collision.
 23 Q Sir, isn't it true that it's in, quote,
 24 severe, close quote, wrecks that one needs a
 25 seatbelt?
 00053:01 A Even if not severe, for example, even if
 02 it's at 10 kilometers or 20 kilometers, a seatbelt
 03 is necessary, but in such cases just having the
 04 seatbelt lock will restrain the occupant.
 05 Q Mr. Kamei, I think I told you when we
 06 started this deposition that the jury is going to
 07 have to watch this deposition.
 08 And I would like to make this deposition as
 09 brief as possible.
 10 MR. BUTLER: Tell him that and then I'll
 11 finish.
 12 Q I've spent a lot of time -- I've spent a
 13 lot of time trying to craft questions that only
 14 require short answers.
 15 MR. BUTLER: Tell him that.
 16 Q So I would ask you to just answer my
 17 question and to give a short answer any time you
 18 can.
 19 MR. SCRIBNER: Object to those statements.

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20 Go ahead.
 21 BY MR. BUTLER:
 22 Q Are you familiar with the NCAP test,
 23 N-C-A-P, NCAP tests?
 24 A I've heard of the NCAP test.
 25 Q Did you discuss the NCAP test with anybody
 00054:01 in preparation for this deposition?
 02 MR. SCRIBNER: Hold on. I'm going to
 03 object to the question to the extent Mr. Butler is
 04 seeking to get communications between this witness
 05 and counsel.
 06 MR. BUTLER: I'm just asking him the
 07 question. I'm not seeking to get anything. Answer
 08 the question.
 09 MR. SCRIBNER: I understand. To the extent
 10 that the answer is going to reveal communications
 11 with me, I object and direct him not to answer the
 12 question.
 13 BY MR. BUTLER:
 14 Q Are you going to answer the question?
 15 A There was no talk about the NCAP.
 16 Q The NCAP tests are done by United States
 17 Government; correct?
 18 A I don't really know, but it's my
 19 understanding that it's a test that is conducted by
 20 a public agency or a regulatory agency.
 21 Q In the United States; correct?
 22 A Yes.
 23 Q And it's a test to test whether or not the
 24 occupant restraint system is safe; correct?
 25 A Yes. It's my understanding that these are
 00055:01 tests in which sensors are placed on dummies in
 02 collision testing that is performed, and the
 03 capability and effect of an automotive occupant
 04 restraint system is investigated by obtaining the
 05 data that is indicated by those sensors.
 06 Q And the frontal collision NCAP tests are
 07 run at 35 miles per hour; correct?
 08 A That's what I've heard.
 09 Q Does Autoliv still sell to anybody the
 10 seatbelt that it sold to Mazda for the 2004 and 2005
 11 Mazda 3, as shown in Plaintiff's Exhibit No. 209?
 12 A Could I have the Japanese once again,
 13 please.
 14 I think the same type of seatbelt is still
 15 being sold to another OEM or other OEMs, but I think
 16 the budget for the Mazda 3 seatbelt has ended for
 17 this.
 18 Q I don't understand that answer.
 19 Does Autoliv still sell this same seatbelt
 20 that was in Micah Andrews's Mazda 3 or not?
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 THE WITNESS: The 2005 model for Mazda 3
 24 seatbelt is still -- what verb should I use -- it's
 25 still around as a part for parts replacement. So
 00056:01 the seatbelt for the 2005 Mazda 3 could still --
 02 could still be purchased as a part for parts
 03 replacement, if necessary, as a service part.
 04 BY MR. BUTLER:
 05 Q Does Autoliv still sell the same seatbelt
 06 that was in Micah Andrews's Mazda 3 for
 07 manufacturers of cars to put that seatbelt in new
 08 cars?
 09 MR. SCRIBNER: Object to form.
 10 You may answer.

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11 THE WITNESS: This type of seatbelt is from
12 over 10 years ago, and, of course, new products keep
13 coming out. So the new products replace the older
14 products, but I don't know precisely whether this is
15 still being sold or not.

21. PAGE 57:06 TO 66:02 (RUNNING 00:16:45.298)

06 Q Mr. Kamei, you referred several times to
07 Mazda having designed the seatbelt that was in Micah
08 Andrews's Mazda 3.
09 I want to show you Plaintiff's Exhibit 20.
10 (Exhibit 20 was previously marked
11 for identification.)
12 BY MR. BUTLER:
13 Q Are you familiar with that document?
14 A Yes.
15 MR. SCRIBNER: Jim, let me state for the
16 record that this is not the complete specification.
17 I don't mind you using it, but to be clear, it's not
18 the entire specification.
19 MR. BUTLER: The question was simply is he
20 familiar with this document. That's all.
21 THE WITNESS: This document, Mazda --
22 Yes, I am familiar.
23 MR. BUTLER: Tell him this: As we go
24 through these documents, to save time, I'm going to
25 ask some very specific questions about them and all
00058:01 I really want is answers to my questions.
02 Autoliv's lawyer can ask more questions if
03 he or she wants to later on.
04 Q This is an Autoliv Japan document produced
05 to us by Autoliv; correct? Autoliv Japan, produced
06 by Autoliv; correct?
07 MR. SCRIBNER: Object to form.
08 You may answer.
09 THE WITNESS: This document was created
10 using a format originally provided by Mazda. The
11 contents noted here were written after the
12 contents -- were written down after the contents had
13 been decided upon in discussions regarding the
14 product specification between Mazda and us.
15 And after noting those contents, the
16 document was provided from Autoliv to Mazda, and
17 then upon receiving the document, Mazda approved the
18 contents.
19 MR. BUTLER: Tell him this:
20 Q Mr. Kamei, I did not ask you to explain the
21 document. I just asked you to agree that this was
22 an Autoliv Japan document which had been produced in
23 this case by Autoliv.
24 Please just answer my questions.
25 Isn't it true, sir, that it says right here
00059:01 designed, and then it has your name Kamei?
02 Isn't that what it says?
03 A It's true that my name appears in the
04 "Designed" column. This document notes the items
05 for confirmation in regards to what to do as to the
06 specifications for the Mazda 3 seatbelt, which was
07 discussed between Autoliv and Mazda. It's the
08 confirmation items as to what the specifications are
09 to be.
10 Q No. No. No. No. No. Let me do this
11 again.
12 MR. SCRIBNER: Let him finish his answer,
13 Mr. Butler.
14 MR. BUTLER: No, he's not going to finish

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15 his answer.
 16 Tell him once more --
 17 MR. SCRIBNER: You should let him finish
 18 his answer.
 19 BY MR. BUTLER:
 20 Q -- please --
 21 Tell him once more: Please just answer my
 22 question. He can explain this if Mr. Scribner asks
 23 him a question.
 24 My next question is: Doesn't it say at the
 25 very top (as read and/or reflected:)
 00060:01 Engineering Specification for
 02 Seatbelt?
 03 MR. SCRIBNER: Tell him he can finish the
 04 answer he was giving that Mr. Butler interrupted.
 05 THE WITNESS: And, therefore, the meaning
 06 of my name being written here is indicating that the
 07 confirmation of the contents for the seatbelt
 08 specifications was conducted between Mazda and
 09 Autoliv.
 10 BY MR. BUTLER:
 11 Q It says at the top of the page --
 12 MR. BUTLER: Soseh, zoom to this --
 13 Q Engineering Specification for Seatbelt;
 14 correct?
 15 A Yes.
 16 Q It says (as read and/or reflected:)
 17 "Designed Kamei" --
 18 "Designed," and under the block for
 19 "Designed" it says "Kamei"; correct?
 20 A Yes.
 21 Q And it's got over here in the bottom, it's
 22 got blocks for four specification changes and one
 23 entry for "Released." And it's got your name beside
 24 all of them; correct?
 25 A Yes, that's correct.
 00061:01 Yes. There were a number of seatbelt
 02 specification changes pursuant to Mazda's
 03 instructions. And my name is written here to
 04 indicate that pursuant to those instructions, the
 05 content change was as noted here, and there are no
 06 mistakes in that.
 07 Q Mazda did not own Autoliv, did it?
 08 A Mazda and Autoliv are separate companies.
 09 Q Mazda has never owned Autoliv, has it?
 10 A That has not occurred.
 11 Q Mazda was not -- strike that.
 12 Autoliv was not forced to sell this
 13 seatbelt to Mazda, was it?
 14 A Can I have the Japanese again, please.
 15 An order receipt contract was established
 16 between Mazda and Autoliv, and this product was
 17 supplied to Mazda pursuant to Mazda's instructions.
 18 Q That doesn't answer my question.
 19 Isn't it true, sir, that Autoliv was not
 20 forced to sell this seatbelt to Mazda?
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 THE WITNESS: They were not forced to sell
 24 it.
 25 ///
 00062:01 BY MR. BUTLER:
 02 Q Autoliv sold this seatbelt to Mazda to make
 03 money, that is, for profit; correct?
 04 A Autoliv is in the business of selling
 05 seatbelts and auto -- and airbags to OEMs. And so

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06 it is correct that Autoliv makes a profit selling
07 seatbelts.
08 Q Autoliv at the time it sold the seatbelts
09 that were in Micah's Mazda 3 to Mazda had other
10 seatbelts available to sell that were three times as
11 strong; correct?
12 MR. SCRIBNER: Object to form.
13 You may answer.
14 THE WITNESS: Three times as strong, you
15 said?
16 BY MR. BUTLER:
17 Q Yes.
18 A I don't know as to that. I've never heard
19 that.
20 Q Well, we'll return to that shortly.
21 Are you familiar with this document,
22 Plaintiff's Exhibit No. 35?
23 (Exhibit 35 was previously marked
24 for identification.)
25 THE WITNESS: Yes.
00063:01 MR. SCRIBNER: And note for the record,
02 again, Mr. Butler, this is not a complete copy of
03 the document, but I don't object to you using it.
04 BY MR. BUTLER:
05 Q This is also an Autoliv Japan document
06 produced in this case by Autoliv; correct?
07 A Yes. The same as previously, the contents
08 here are in accordance with Mazda format. And this
09 is a document for checking that there are no
10 mistakes in the seatbelt specifications that were
11 decided upon between Mazda and Autoliv.
12 Q It is true that the seatbelt specifications
13 were decided upon between Mazda and Autoliv;
14 correct?
15 A No, that's not true. It was designed by
16 Mazda and this is a document to confirm between
17 Mazda and Autoliv that there are no mistakes in the
18 contents of the design specification.
19 Q Well, let's see what this additional
20 document, itself, says. Plaintiff's Exhibit 35.
21 In the block right down here under
22 "Designed," it's got your name, does it not?
23 "Kamei."
24 A Yes. The contents here are according to
25 Mazda's format. And the notation design here means
00064:01 that -- with my name means that I checked the design
02 portion of the document to ensure that there were no
03 mistakes in the seatbelt for the Mazda 3 in the
04 contents noted here.
05 Q Isn't it true that you were the
06 application -- strike that.
07 Let me start over.
08 I will show you Plaintiff's Exhibit No. 4.
09 (Exhibit 4 was previously marked
10 for identification.)
11 BY MR. BUTLER:
12 Q Are you familiar with this document?
13 MR. SCRIBNER: Thank you.
14 THE WITNESS: Yes, I've seen it.
15 BY MR. BUTLER:
16 Q Now, this is another Autoliv document
17 produced in this case by Autoliv; correct?
18 A It states here that it is an Autoliv
19 document, so I think that is the case.
20 Q And it is a document entitled "Team List,"
21 correct?

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22 A Yes. Yes. This is a list of the seatbelt
 23 team for -- our seatbelt team for making the
 24 seatbelt for the Mazda 3.
 25 Q And you are listed as the manager for
 00065:01 seatbelt technology; correct?
 02 A Yes, I am listed as the manager for the
 03 seatbelt design project.
 04 Q I will show you Plaintiff's Exhibit No. 5.
 05 (Exhibit 5 was previously marked
 06 for identification.)
 07 BY MR. BUTLER:
 08 Q This is another Autoliv document produced
 09 to us in this case; correct?
 10 A Yes. This is one presentation document
 11 according to the Autoliv product development
 12 procedure.
 13 MR. SCRIBNER: I will state for the record
 14 this is an incomplete document, but we don't mind
 15 you using it, Mr. Butler, in the deposition.
 16 BY MR. BUTLER:
 17 Q This document, Plaintiff's Exhibit No. 5,
 18 is entitled "Mazda J48C"; correct?
 19 A Yes.
 20 Q And the Mazda J48C was the program name for
 21 the 2004 and 2005 Mazda 3; correct?
 22 A Yes, that's correct.
 23 Q And the second page of Plaintiff's Exhibit
 24 No. 5 shows that you were the, quote, application
 25 engineer, close quote, for that seatbelt project;
 00066:01 correct?
 02 A Yes, that's correct.

22. PAGE 66:07 TO 66:19 (RUNNING 00:01:10.934)

07 It is true that the seatbelt that was in
 08 Micah Andrews's 2005 Mazda 3 was made by Autoliv?
 09 A Yes. It's true that the seatbelt used in
 10 the Mazda 3 that Micah Andrews was riding in was
 11 produced by Autoliv.
 12 Q It was manufactured -- strike that.
 13 That seatbelt was manufactured in Japan;
 14 correct?
 15 A The seatbelt was manufactured in Japan.
 16 Q You talked a lot earlier today about
 17 various other components of the occupant restraint
 18 system. So let me follow up about that.
 19 A Okay.

23. PAGE 67:08 TO 68:09 (RUNNING 00:02:58.090)

08 Q Mr. Kamei, look at Plaintiff's Exhibit
 09 No. 3, which is the steering wheel in Micah
 10 Andrews's Mazda 3, and the steering wheel is turned
 11 around in this picture, but at the bottom of the
 12 steering wheel you see the letters, quote, SRS,
 13 close quote?
 14 Do you see that?
 15 A Yes.
 16 Q What does SRS mean?
 17 A I think it's probably support --
 18 supplemental restraint system.
 19 Q And it refers to the airbag as being the,
 20 quote, supplemental restraint system; correct?
 21 A Yes. The law prescribes that this is to be
 22 imprinted on the airbag.
 23 Q What law?
 24 A I don't know for certain what country's --

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25 what law of what country requires that SRS, meaning
 00068:01 supplemental restraint system, be imprinted.
 02 Q Isn't it true that the seatbelt is the
 03 primary mode of protection for occupants?
 04 A Yes. Yes. The seatbelt has been around
 05 for decades. The seatbelt has been around for
 06 decades before airbags. And so the seatbelt was the
 07 first occupant restraint system, and then later --
 08 it was later that airbags came along, as well as
 09 shock-absorbing steering column.

24. PAGE 68:12 TO 72:03 (RUNNING 00:10:21.085)

12 Q My question to you, Mr. Kamei, was simply
 13 this: Isn't it true that the seatbelt is the
 14 primary mode of protection for occupants?
 15 MR. SCRIBNER: Object to form.
 16 You may answer.
 17 THE WITNESS: It is true that the seatbelt
 18 is one component of the restraint system, which
 19 responds to various collisions. There are various
 20 types of collisions, such as low-speed collisions
 21 and high-speed collisions.
 22 BY MR. BUTLER:
 23 Q Why don't you tell the ladies and gentlemen
 24 of the jury why you don't want to admit that
 25 seatbelts are the primary mode of protection.
 00069:01 MR. SCRIBNER: Object to form. Asked and
 02 answered.
 03 You may answer again.
 04 THE WITNESS: Currently, the occupant
 05 restraint system is made up of the collection of a
 06 number of components, namely the airbag, the
 07 steering wheel, the steering column, and the
 08 seatbelt. So the seatbelt is included. And it is
 09 true that the seatbelt is one of the devices amongst
 10 those.
 11 BY MR. BUTLER:
 12 Q Isn't it true, sir, that the reason you
 13 don't want to say that seatbelts are the primary
 14 mode of protection is because Autoliv wants to blame
 15 everything on the airbag in an attempt to escape
 16 responsibility for a seatbelt that spooled out
 17 20 inches?
 18 MR. SCRIBNER: Object to form.
 19 You may answer.
 20 THE WITNESS: No, that's not true.
 21 The seatbelt was in accordance with the
 22 original Mazda design. The design -- being designed
 23 to absorb impact according to the original Mazda
 24 design.
 25 The occupant restraint system is made up of
 00070:01 the collection of the airbag, the steering wheel,
 02 and other components, and is designed to achieve a
 03 better effect when that collection of components
 04 operates.
 05 This time the airbag did not open and the
 06 seatbelt pretensioner did not operate. That was not
 07 the situation that was intended to occur.
 08 BY MR. BUTLER:
 09 Q Isn't it true, sir, that this Autoliv
 10 seatbelt that spooled out 20 inches was totally
 11 useless to protect Micah Andrews in this wreck?
 12 A I don't know as to that.
 13 Q Isn't it true, sir, that the Autoliv
 14 seatbelt was so totally useless that Micah Andrews's
 15 face hit the steering wheel so hard that it killed

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16 him?
 17 A This Mazda 3 occupant restraint system
 18 consisted of the collection of the airbag, the
 19 seatbelt, the steering wheel, the steering column,
 20 an electric device, and was designed by Mazda to
 21 work as an integrated system.
 22 In this collision a signal was not
 23 received, and due to that, there was spooling out.
 24 That is very unfortunate, but the seatbelt itself
 25 did properly lock, according to the design. And the
 00071:01 impact-absorption function did work.
 02 Q Is it your testimony to these ladies and
 03 gentlemen of this jury, sir, that this seatbelt
 04 properly worked?
 05 A Yes. It is a fact that this seatbelt
 06 locked as designed by Mazda and the
 07 impact-absorption function operated as designed, but
 08 despite it being a major collision, the airbag did
 09 not operate and the pretensioner did not operate.
 10 And that was not intended.
 11 Q Let's see if I can get you to admit that
 12 seatbelts are the primary mode of protection.
 13 I'll show you Plaintiff's Exhibit No. 57.
 14 (Exhibit 57 was previously marked
 15 for identification.)
 16 BY MR. BUTLER:
 17 Q You recognize that as a document from
 18 Autoliv's own website, do you not?
 19 MR. SCRIBNER: Thank you.
 20 THE WITNESS: Yes.
 21 BY MR. BUTLER:
 22 Q And this is some pages from the Autoliv's
 23 website about Autoliv's frontal airbags; correct?
 24 A Yes.
 25 MR. BUTLER: Soseh.
 00072:01 Q It says right here, "Autoliv's Frontal
 02 Airbag System"; correct?
 03 A Yes.

25. PAGE 73:01 TO 78:05 (RUNNING 00:10:25.232)

00073:01 Q Isn't it true, sir, that at the very top of
 02 the page it says "Frontal Airbags"?
 03 A Yes, here it says "Frontal Airbags."
 04 Q And isn't it true that under the cartoon,
 05 or whatever you want to call it, it says, quote (as
 06 read and/or reflected):
 07 Note: Seatbelts are the
 08 primary mode of protection.
 09 Isn't that what it says?
 10 MR. BUTLER: Move to strike as
 11 nonresponsive.
 12 The witness answered my question before it
 13 was translated.
 14 But go ahead and tell us the translation,
 15 please, ma'am.
 16 THE INTERPRETER: The interpreter will note
 17 that she translated the question.
 18 MR. BUTLER: I know. He had already
 19 answered the question, but you go ahead and tell us
 20 what he said in Japanese.
 21 THE WITNESS: The seatbelt is the first
 22 means of restraint. When a collision occurs, the
 23 seatbelt first -- well, assuming that the seatbelt
 24 is being worn. The system is based on that
 25 assumption. The seatbelt first locks and then
 00074:01 spools out due to impact, which causes -- the impact

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02 causes the airbag to operate. And the airbag
 03 absorbs the impact as the head moves forward to
 04 prevent the impact.
 05 BY MR. BUTLER:
 06 Q Isn't it true, sir, that Autoliv's 2005
 07 annual report even says that seatbelts are, quote,
 08 the primary mode of protection, close quote?
 09 A Do you have the documents?
 10 Q Sure.
 11 MR. BUTLER: Plaintiff's Exhibit No. 58.
 12 (Exhibit 58 was previously marked
 13 for identification.)
 14 BY MR. BUTLER:
 15 Q Isn't it true that on page 18 --
 16 MR. BUTLER: And I've got it highlighted
 17 for everybody -- I think for everybody. Where is
 18 it?
 19 Autoliv's 2005 Annual Report.
 20 MR. SCRIBNER: Thank you.
 21 BY MR. BUTLER:
 22 Q Autoliv itself said to the public that
 23 seatbelts are the primary mode of protection?
 24 A It comes to the meaning of primary.
 25 THE INTERPRETER: And the interpreter has
 00075:01 to make a statement -- sorry. The interpreter has
 02 to make a statement because there is not a
 03 one-to-one correspondence between English and
 04 Japanese and the English word "primary" can be
 05 translated into two different Japanese words.
 06 One, which uses the word "first." And the
 07 other which uses the word "main." And both of those
 08 Japanese words are commonly translated into English
 09 as the word "primary."
 10 And I can put the words on the record just
 11 if anybody ever wants to review this.
 12 (Speaking in Japanese.)
 13 MR. BUTLER: No, that's all right.
 14 THE INTERPRETER: Okay.
 15 MR. BUTLER: Have you interpreted his
 16 answer? I can't remember.
 17 THE INTERPRETER: I stated that before. He
 18 hasn't given me the answer yet.
 19 He said (as read and/or reflected:)
 20 I think it has to do with the
 21 meaning of primary.
 22 And I interpreted that, and then I asked
 23 him to pause.
 24 MR. BUTLER: Let me ask him this. I'll ask
 25 it this way, then.
 00076:01 Q Isn't it true that the seatbelt is the
 02 first and the main mode of protection in a wreck?
 03 A That is true.
 04 Q And isn't it true, sir, that the airbag is
 05 only designed to provide supplemental protection?
 06 A I don't think that can be said to be true.
 07 Q I'll show you the owner's manual for
 08 Mr. Andrews's 2005 Mazda 3, Plaintiff's Exhibit 61.
 09 (Exhibit 61 was previously marked
 10 for identification.)
 11 THE WITNESS: Yes.
 12 BY MR. BUTLER:
 13 Q Doesn't it say on page 2-36, under the
 14 heading "Supplemental Restraint Systems" down here,
 15 and I've highlighted it for you (as read and/or
 16 reflected:)
 17 The airbag supplemental

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18 restraint systems are designed to
 19 provide supplemental protection.
 20 Isn't that what it says?
 21 A Yes. The airbag is designated as a
 22 supplemental restraint system according to the law.
 23 The law requires that airbags be designated as SRS,
 24 supplemental restraint system and, thus, it is
 25 indicated as that.
 00077:01 But nowadays, the collision protection
 02 system is made up of the airbag, the seatbelt, and
 03 lots of restraint devices. And it's made predicated
 04 on all of those operating in conjunction with each
 05 other.
 06 Q Isn't it true, sir, that Autoliv knows that
 07 seatbelts are the No. 1 lifesaver?
 08 A Of course, seatbelts are one restraint
 09 device that are effective in various collisions. In
 10 a low-speed collision, the airbag will not open, but
 11 if a seatbelt is worn, then injury can be avoided.
 12 Q I'll show you Plaintiff's Exhibit No. 1,
 13 sir.
 14 (Exhibit 1 was previously marked
 15 for identification.)
 16 MR. SCRIBNER: Thank you.
 17 BY MR. BUTLER:
 18 Q Isn't it true this is another document from
 19 the Autoliv.com website?
 20 A I've never seen this before, but I think
 21 that is probably the case.
 22 Q Well, doesn't it show at the top, doesn't
 23 it show the Autoliv.com website?
 24 A Yes.
 25 Q And didn't Autoliv put on its website,
 00078:01 quote, Seatbelt-No. 1 lifesaver, close quote?
 02 A Yes. It's my understanding that seatbelts
 03 were the first to be created amongst the occupant
 04 restraint system, and that seatbelts were Autoliv's
 05 first product, and that that is what this indicates.

26. PAGE 78:22 TO 80:15 (RUNNING 00:04:36.365)

22 Q Mr. Kamei, are you telling this jury that
 23 this is all Mazda's fault, that Mazda killed Micah
 24 Andrews?
 25 A Unfortunately, in this accident, there was
 00079:01 a severe collision and the seatbelt locked, but the
 02 electric device did not transmit a signal to the
 03 airbag or the seatbelts. And I don't know the
 04 reason for that, so it's hard for me to say
 05 anything.
 06 Q Let me ask my question again, sir.
 07 Are you telling this jury that this is all
 08 Mazda's fault, that Mazda is responsible for killing
 09 Micah Andrews?
 10 Yes or no?
 11 MR. SCRIBNER: Objection. Asked and
 12 answered.
 13 You may answer again.
 14 THE WITNESS: I don't know why it did not
 15 turn on. So I don't know whether it's Mazda's
 16 responsibility or not. And so I would want you to
 17 ask Mazda why it did not turn on.
 18 BY MR. BUTLER:
 19 Q Will you agree with me, sir, that Mazda is
 20 not at fault at all for the seatbelt spooling out
 21 20 inches?
 22 MR. SCRIBNER: Object to form.

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23 You may answer.
 24 THE WITNESS: In this collision our
 25 seatbelt locked as it was designed to do by Mazda.
 00080:01 Unfortunately, the airbag and the seatbelt
 02 pretensioner did not receive an electric signal.
 03 And I will agree that it spooled out 20 inches
 04 because it did not receive an electric signal.
 05 BY MR. BUTLER:
 06 Q Sir, isn't it correct that last statement
 07 is simply not true, that it spooled out 20 inches
 08 because it was designed to spool out 20 inches by
 09 Autoliv?
 10 MR. SCRIBNER: Object to form.
 11 You may answer.
 12 THE WITNESS: No, that's not correct.
 13 No. As to the design of the seatbelt, the
 14 torsion bar that handles the spooling out, that
 15 torsion bar was designed by Mazda.

27. PAGE 80:18 TO 82:12 (RUNNING 00:02:49.417)

18 Sir, haven't you already admitted that the
 19 seatbelt was manufactured by Autoliv in Japan and
 20 sold by Autoliv?
 21 A Yes, that's correct.
 22 Q Don't these documents prove that Autoliv
 23 was actively involved in the design of that
 24 seatbelt?
 25 MR. SCRIBNER: Object to form.
 00081:01 You may answer.
 02 THE WITNESS: No. These documents were
 03 created to check that the product to be sold to
 04 Mazda, as planned by Mazda, were according to
 05 Mazda's instructions.
 06 BY MR. BUTLER:
 07 Q Haven't we gone over two or three Autoliv
 08 documents, sir, where under the word "Designed" is
 09 typed your name "Kamei"?
 10 A Yes, we have seen those.
 11 Q Yes.
 12 A But the meaning of that is -- but the
 13 meaning of that is that there are no mistakes in the
 14 content of the design, which was following the
 15 instructions of Mazda. It was confirming that there
 16 were no mistakes in the design. That was the
 17 meaning.
 18 Q Let's talk about this 20 inches of
 19 spool-out.
 20 Isn't it true that seatbelts are supposed
 21 to spool out only slightly?
 22 A There are various collision forms. So I
 23 think that's a case-by-case matter.
 24 Q I'll show you Plaintiff's Exhibit 117, sir.
 25 ///
 00082:01 (Exhibit 117 was previously marked
 02 for identification.)
 03 BY MR. BUTLER:
 04 Q Do you recognize this as yet another page
 05 from Autoliv's own website?
 06 A Yes.
 07 Q And the title of the page is "Seatbelt
 08 Retractors"; correct?
 09 A Yes.
 10 Q And if you look down here, it's got a
 11 section about load limiter; correct?
 12 A Yes.

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28. PAGE 82:17 TO 86:03 (RUNNING 00:06:51.428)

17 In the second paragraph under that it says,
18 quote (as read and/or reflected:)
19 Load limiters keep the belt
20 force at a controlled and
21 predefined level. This is
22 accomplished by a mechanism in the
23 retractor that allows webbing to
24 pull out -- to be pulled out
25 slightly and in a controlled way.

00083:01 Close quote.

02 Did I read that correctly?

03 THE INTERPRETER: Counsel, I have to ask,
04 since the question is: Did I read that correctly,
05 the interpreter normally just refers to the English.

06 MR. BUTLER: Do it however you think best.

07 MR. SCRIBNER: Yeah, I agree. I agree.

08 THE WITNESS: Yes.

09 BY MR. BUTLER:

10 Q Would you agree with me, sir, that
11 20 inches of spool-out in a seatbelt is not, quote,
12 slightly, close quote?

13 A My understanding is that this is referring
14 to spooling out in accordance with a preset load and
15 that it could spool out more if the load was greater
16 than that preset load. It's written here. It says,
17 "predefined level."

18 And a load larger than that was applied to
19 the webbing, and, therefore, it was stretched out
20 more than had been anticipated.

21 Q Look at the bottom right corner of
22 Plaintiff's Exhibit 117, sir. Do you see the date
23 that this document was printed off from Autoliv's
24 website?

25 A Yes, it's here.

00084:01 Q It was printed out March 7, 2016, at
02 11:07 a.m.; correct?

03 A I can see that that's what's printed here.

04 Q Yes, sir.

05 And did you know that this page from
06 Autoliv's website, Plaintiff's Exhibit 117, that
07 talks about the webbing is to be pulled out slightly
08 was removed from Autoliv's website after that date?

09 A No, I don't know that.

10 Q Did you know that this page was removed
11 from Autoliv's website after Mrs. Andrews's lawyers
12 asked about this page in a deposition in this case?

13 A No, I don't know that.

14 Q Do you know who was behind removing this
15 page from Autoliv's website?

16 A Not at all.

17 Q Now, let's -- we talked about -- we
18 mentioned Volvo earlier.

19 Isn't it true that Autoliv supplied the
20 seatbelt for the 2005 Volvo S40?

21 A I don't know if this is correct or not, but
22 I have a recollection that when the -- when there
23 was development for the Mazda 3, there was also
24 Volvo and Ford on the same platform, and S40 might
25 be one of those.

00085:01 Q Yes, sir. The Volvo S40 and the Mazda 3
02 for model year 2005 were on the same platform;
03 correct?

04 A I'm not sure. I don't know if the
05 platforms for the Mazda 3 and the Volvo were

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06 identical. That's something that would need to be
 07 confirmed with Mazda.
 08 Q Or Volvo or Ford?
 09 A Yes.
 10 Q All right. Were you aware that
 11 Mr. Prentkowski, whom -- who you helped prepare for
 12 his testimony in this case, has confirmed that
 13 Autoliv supplied the seatbelt for the Volvo S40?
 14 A No. I -- no, I don't know. That's
 15 something that David may have looked into, but I
 16 didn't hear that.
 17 Q Well, let's read it together, then, on
 18 Plaintiff's Exhibit 21, which includes page 98 of
 19 Mr. Prentkowski's deposition.
 20 (Exhibit 21 was previously marked
 21 for identification.)
 22 BY MR. BUTLER:
 23 Q I've got it highlighted for you.
 24 Didn't Mr. Prentkowski, who has testified
 25 as the corporate representative for Autoliv,
 00086:01 testify that Autoliv supplied the seatbelt for the
 02 Volvo S40?
 03 A It's written that way here.

29. PAGE 87:05 TO 87:16 (RUNNING 00:01:26.850)

05 Q Isn't it true that the seatbelt Autoliv
 06 sold to Volvo for the 2005 S40 had a torsion bar
 07 that was three times as strong as the torsion bar in
 08 the seatbelt that Autoliv sold to Mazda for the 2005
 09 Mazda 3?
 10 MR. SCRIBNER: Object to form.
 11 You may answer.
 12 THE WITNESS: There are various types of
 13 torsion bars, and we provide Mazda with low, mid,
 14 and high types of torsion bars. And I know that
 15 Mazda selected the low type. I don't know which
 16 type of torsion bar Volvo selected.

30. PAGE 87:25 TO 89:14 (RUNNING 00:02:55.510)

25 Let's look at Autoliv document Plaintiff's
 00088:01 Exhibit 141, sir.
 02 Doesn't that show that Autoliv sold to
 03 Volvo a torsion bar that was high streaming,
 04 6.0 kilonewtons?
 05 A Kilonewton.
 06 Q Kilonewton.
 07 A That's what's indicated.
 08 Q And isn't it true, sir, that the torsion
 09 bar in the seatbelt that Autoliv sold to Volvo was
 10 300 percent stronger than the torsion bar in the
 11 seatbelt that Autoliv sold to Mazda?
 12 MR. SCRIBNER: Object to form.
 13 You may answer.
 14 THE WITNESS: Autoliv provided Mazda with
 15 low, mid, and high torsion bars. And amongst those
 16 three, Mazda selected low. And I think then that
 17 Volvo would have selected a different one, but I
 18 don't know what the reason for that is. That's
 19 something that I would like you to ask Mazda.
 20 BY MR. BUTLER:
 21 Q I'm going to ask you like Ms. Cannella
 22 asked Mr. Prentkowski, Autoliv's corporate
 23 representative, isn't it -- you said earlier today
 24 that you had read parts of his deposition.
 25 MR. BUTLER: Look at Plaintiff's Exhibit

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00089:01 No. 43 on pages 100 and 101.
 02 (Exhibit 43 was previously marked
 03 for identification.)
 04 BY MR. BUTLER:
 05 Q Didn't Mr. Prentkowski answer that same
 06 question whether or not the torsion bar sold by
 07 Autoliv to Volvo for the 2005 car was 300 percent
 08 stronger than the torsion bar Autoliv sold to Mazda
 09 for its 2005 car, and Mr. Prentkowski's answer was,
 10 quote, yes, close quote?
 11 Did I read that correctly?
 12 MR. SCRIBNER: Object to form.
 13 You may answer.
 14 THE WITNESS: Yes.

31. PAGE 89:14 TO 89:14 (RUNNING 00:00:00.655)

14 THE WITNESS: Yes.

32. PAGE 90:13 TO 90:18 (RUNNING 00:00:15.225)

13 Q Mr. Kamei, I want to ask you again about
 14 Plaintiff's Exhibit 35 we talked about before. This
 15 is an Autoliv document, which in the block below
 16 "Designed" it's got your name "Kamei."
 17 Do you remember talking about that before?
 18 A Yes, I remember that.

33. PAGE 90:19 TO 91:05 (RUNNING 00:01:43.480)

19 Q That's all I'm --
 20 A This document was according to a format
 21 provided by Mazda and was for checking the Mazda 3
 22 seatbelt specifications. And according to the
 23 format provided by Mazda and was an agreement
 24 between Mazda and Autoliv in --
 25 And was a checklist that Autoliv provided
 00091:01 to Mazda to confirm that there were no mistakes in
 02 which Mazda then received and approved. It was a
 03 document for the purpose of checking that there were
 04 no mistakes in the content of the design performed
 05 by Mazda.

34. PAGE 91:22 TO 92:05 (RUNNING 00:01:03.240)

22 Isn't it true that the torsion bar on the
 23 seatbelt Autoliv provided to Mazda for the 2005
 24 Mazda 3 had a strength of 2.0 kilonewtons?
 25 MR. SCRIBNER: Object to form.
 00092:01 You may answer.
 02 THE WITNESS: Yes. It is true that the
 03 torsion bar selected according to the Mazda design
 04 for the Mazda 3 seatbelt, which was provided from
 05 Autoliv to Mazda, was 2.0 kilonewtons.

35. PAGE 92:08 TO 93:06 (RUNNING 00:03:10.496)

08 Did Autoliv tell Mazda that a torsion bar
 09 with a strength of 2.0 kilonewtons was lower than
 10 low strength?
 11 MR. SCRIBNER: Object to form.
 12 You may answer.
 13 THE WITNESS: Autoliv provided low, mid,
 14 and high torsion bars to Mazda. And from amongst
 15 those, Mazda selected the low torsion bar. It's my
 16 understanding that the low torsion bar is
 17 2.0 kilonewtons.
 18 BY MR. BUTLER:
 19 Q Look at page Plaintiff's Exhibit No. 35,

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20 please, sir, under "Retractor Characteristic."
 21 And doesn't this Autoliv document say right
 22 here -- say right here that 3.5 kilonewtons is mid
 23 strength and 3.0 is low strength?
 24 A Within this table, there are descriptions
 25 of two different retractors. The first line -- and
 00093:01 the 2.0 kilonewtons is the torsion bar for the type
 02 of retractor that was used in the seatbelt for
 03 Mazda's 3s manufactured between 2003 and 2005.
 04 And the torsion bars described in lines 2
 05 and 3 are torsion bars used in a different retractor
 06 so the conditions were different.

36. PAGE 93:09 TO 93:22 (RUNNING 00:01:09.081)

09 Q Sir, isn't 2.0 less than 3.0?
 10 A That's true.
 11 Q So if 3.0 is low, 2.0 is lower than low;
 12 isn't that true?
 13 MR. SCRIBNER: Object to form.
 14 You may answer.
 15 THE WITNESS: These are talking about
 16 different retractors. There were three types --
 17 there were three names for three types of torsion
 18 bars in the retractor that was first used in the
 19 Mazda 3 originally. So this is a matter of the
 20 names that were used.
 21 MR. BUTLER: Thank you, Mr. Kamei. That's
 22 all of our questions.

37. PAGE 94:09 TO 96:06 (RUNNING 00:03:34.088)

09 BY MR. SCRIBNER:
 10 Q Good afternoon, Mr. Kamei.
 11 A Good afternoon.
 12 Q My name is Doug Scribner, and I represent
 13 Autoliv and I'm going to ask you some questions.
 14 Okay?
 15 A Okay.
 16 Q Have you obtained a college degree?
 17 A Yes.
 18 Q When?
 19 A I graduated from college in March of 1987.
 20 Q In what area did you obtain your college
 21 degree?
 22 A I graduated from the precision instruments
 23 engineering department of the engineering faculty.
 24 Q Is that mechanical engineering?
 25 A Yes.
 00095:01 Q After you obtained your mechanical
 02 engineering degree in 1987, where did you go to
 03 work?
 04 A In April of 1987, I joined a company called
 05 NSK Warner, which was a joint venture between NSK,
 06 which is Nihon Seiko Company, Limited, N-I-H-O-N
 07 S-E-I-K-O, and Borg Warner.
 08 It's a company that makes transmissions.
 09 THE INTERPRETER: The interpreter does not
 10 know how to spell it.
 11 BY MR. SCRIBNER:
 12 Q Did you begin working with seatbelts in
 13 1987?
 14 A Yes. Yes. I joined in April of 1987, and
 15 soon after that, I was assigned to the seatbelt
 16 engineering department.
 17 Q For whom do you work now in 2018?
 18 A I now work at a company called Autoliv

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19 Japan.
 20 Q Do you work with seatbelts currently?
 21 A Yes. I now do work involving airbag and
 22 seatbelt patents.
 23 Q Have you worked continuously since 1987 in
 24 the area of occupant safety?
 25 A Yes, I have.
 00096:01 Q Mr. Butler asked you questions about
 02 Exhibit 20.
 03 Do you have that in front of you?
 04 A Yes.
 05 Q Is that the seatbelt assembly
 06 specification?

38. PAGE 96:11 TO 98:17 (RUNNING 00:05:29.540)

11 THE WITNESS: This is a design
 12 specification for Autoliv based on the Mazda designs
 13 according to the format provided by Mazda.
 14 BY MR. SCRIBNER:
 15 Q If you could turn the page, there's a
 16 reference to a 2 kilonewton torsion bar deployment
 17 threshold.
 18 Do you see that?
 19 A Yes.
 20 Q Other than Mazda, are you aware of other
 21 Autoliv customers that incorporate seatbelts with
 22 2 kilonewton torsion bar deployment thresholds?
 23 A Yes. I know that there are many customers
 24 that have used the seatbelt which uses the 2.0
 25 kilonewton torsion bar.
 00097:01 Q Can you name some.
 02 A There are many of them, but, for example, I
 03 believe that the Mitsubishi Outlander and the Honda
 04 CRV used the same 2.0 torsion bar.
 05 Q Are you aware of automobile manufacturers
 06 that incorporate a torsion bar deployment threshold
 07 of less than 2 kilonewtons?
 08 A Yes. I'm aware that there is or are an
 09 Isuzu car or cars that uses seatbelt which
 10 incorporates a torsion bar that is below
 11 2.0 kilonewtons.
 12 I've recalled the name of the car.
 13 The Trooper.
 14 Q With respect to the 2005 Mazda 3, who
 15 selected the 2 kilonewton torsion bar deployment
 16 threshold?
 17 A We provided three types of torsion bars to
 18 Mazda, low, mid, and high. And based on various
 19 tests that Mazda did, Mazda selected the low one.
 20 Q If Mazda had requested that Autoliv
 21 supply a torsion bar with a deployment threshold of
 22 6 kilonewtons, would Autoliv have done that?
 23 A Yes. I think Autoliv would follow Mazda's
 24 instructions and provide a 6.0 kilonewton torsion
 25 bar.
 00098:01 Q Do you know what a stopper is?
 02 A Yes.
 03 Q Have some of Autoliv's customers required
 04 that Autoliv supply a seatbelt assembly with a
 05 stopper in the specification?
 06 A Yes. Yes. The stopper is something that
 07 prevents the torsion bar from having more torsion,
 08 from winding more than a certain amount. And Honda
 09 demands such a stopper.
 10 BY MR. SCRIBNER:
 11 Q If Mazda had requested a stopper in the

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12 2005 Mazda 3 assembly, would Autoliv have provided
13 one?

14 A At that time there was a retractor that
15 came with a stopper. And Mazda was aware of the
16 stopper mechanism. So if they had requested that,
17 we would have acceded to their request.

39. PAGE 98:22 TO 98:24 (RUNNING 00:00:07.391)

22 Was it commonly known in the automotive
23 industry that you could use a stopper in a seatbelt
24 assembly in 2002?

40. PAGE 99:04 TO 99:08 (RUNNING 00:00:21.862)

04 A Yes, it was.
05 Q Has Mazda ever complained to you that the
06 seatbelt assembly that Autoliv supplied was wrong?
07 A We have not received a complaint from
08 Mazda.

41. PAGE 100:02 TO 104:07 (RUNNING 00:11:31.132)

02 Q Mr. Kamei, I just have a few follow-up
03 questions.
04 The first thing that Mr. Scribner,
05 Autoliv's lawyer here today, said to you was that my
06 name is Doug Scribner.

07 Didn't you tell us that you spent most of
08 Tuesday and Wednesday with Mr. Scribner and others?

09 A Yes, that's correct.

10 Q Mr. Scribner also asked you questions and
11 you testified that some automakers have used torsion
12 bars provided to them by Autoliv that had the same
13 lower than low strength of 2.0 kilonewtons, and that
14 at least one automaker has used torsion bars even
15 weaker than that.

16 Do you remember that testimony?

17 MR. SCRIBNER: Object to form.

18 You may answer.

19 THE WITNESS: Yes. I said that there were
20 lots of manufacturers that used a seatbelt with the
21 same type of torsion bar as the 2.0 kilonewton
22 torsion bar used for the Mazda 3. And that amongst
23 those seatbelts I named the Mitsubishi Outlander and
24 the Honda CRV.

25 And I also named Isuzu as a company that's
00101:01 using a seatbelt which uses an even lower torsion
02 bar.

03 BY MR. BUTLER:

04 Q Well, my question to you about that is:
05 Are any of those carmakers using torsion bars that
06 weak today, now, in 2018?

07 A I don't know what types of torsion bars are
08 currently used in mass production.

09 Q Would you agree with me, sir, that people
10 that are driving in cars in America or riding in
11 cars in America do not know that if the airbag
12 fails, for whatever reason, the seatbelt can spool
13 out 20 inches and the driver's face can then hit the
14 steering wheel with such force that it kills the
15 driver?

16 A Basically, the occupant restraint system is
17 premised on the airbag, the seatbelt, the seatbelt
18 pretensioner all working together in combination.
19 And the occupant restraint system is designed to
20 work that way.

21 If the airbag, which is one part of the

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22 occupant restraint system, does not work, that would
 23 be an abnormal situation.
 24 Q Would you agree with me, sir, that people
 25 don't know that the airbag doesn't work in their --
 00102:01 one of these cars with an Autoliv seatbelt like this
 02 that the driver's head can hit the steering wheel
 03 with so much force that it kills him?
 04 A I don't know -- I don't know what the
 05 general public knows or does not know in regards to
 06 such circumstances.
 07 Q Isn't it true that Autoliv has given no
 08 warning to the general public?
 09 MR. SCRIBNER: Object to form.
 10 You may answer.
 11 THE WITNESS: Autoliv is one manufacturer
 12 among many for occupant restraint systems. And the
 13 occupant restraint systems comprise airbags,
 14 seatbelts, steering wheels, steering columns, the
 15 electric device. I don't know if there is a need
 16 for Autoliv to issue a warning about airbags not
 17 opening or not.
 18 BY MR. BUTLER:
 19 Q Is Autoliv still selling seatbelts like the
 20 one that was in Micah Andrews's 2005 Mazda 3?
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 THE WITNESS: The seatbelt used in the
 24 Mazda 3 used a low torsion bar pursuant to Mazda's
 25 instructions. And a seatbelt using that torsion bar
 00103:01 is still being purchased -- is still being shipped
 02 from Autoliv. In other words, can still be
 03 purchased from Autoliv as service parts.
 04 BY MR. BUTLER:
 05 Q Are seatbelts like the one Autoliv sold for
 06 the 2005 Mazda 3 still being shipped to the United
 07 States of America?
 08 A The same sort of seatbelts might being --
 09 be being shipped or might not be being shipped. I
 10 don't know the details right now.
 11 Q Will you agree that there are still a lot
 12 of cars on the roads in America with seatbelts made
 13 by Autoliv like the seatbelt Autoliv sold for the
 14 2005 Mazda 3?
 15 A I know that there are still Mazda 3s from
 16 that time period on the road.
 17 Q Will you agree that if the jury decides
 18 that the seatbelt in Micah Andrews's car was
 19 defective, since there are still cars like that on
 20 the road, then there's a real problem?
 21 MR. SCRIBNER: Object to form.
 22 You may answer.
 23 THE WITNESS: No. We at Autoliv
 24 manufactured the seatbelt decided upon according to
 25 Mazda's design. And it was -- the specifications
 00104:01 for the torsion bar of the seatbelt were decided
 02 upon by Mazda in combination, in conjunction with
 03 the airbag and such. And as to why that combination
 04 was decided upon is something that should be
 05 asked -- that I would like you to ask Mazda.
 06 MR. BUTLER: Thank you, Mr. Kamei. That's
 07 all my questions.

42. PAGE 104:12 TO 104:16 (RUNNING 00:00:17.284)

12 Q To the best of your knowledge, has Mazda or
 13 the National Highway Traffic Safety Administration
 14 issued a recall notice for the 2005 Mazda 3?

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15 A I don't know, but I don't believe they have
16 issued such.

TOTAL: 1 CLIP FROM 1 DEPOSITION (RUNNING 02:38:26.439)